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lows the reasoning in the recent case of *Triggs v. Sun Printing & Publishing Co.*, 71 N. E. Rep. 739 (see 3 MICH. L. REV. 64), and it can hardly be denied that the publication complained of did tend to hold plaintiff up to public scorn and contempt and thus come within the general rule as to publications libelous per se. COOLEY ON TORTS, 2nd Ed., p. 240; *Morey v. Morning Journal Assoc.*, 123 N. Y. 207, 25 N. E. Rep. 161; *Shelby v. Sun Printing & Pub. Assoc.*, 38 Hun. 474, 476.

LOST DEEDS—COPY—EJECTMENT.—Plaintiffs below sought a recovery of land from defendants in possession. They made title through an entry in the county clerk's order-book, made in May, 1859, a certified copy of which appeared in evidence that a deed of bargain and sale from P. to W. had been recorded since the preceding term of court. The original record had been destroyed by federal troops in 1863. A copy of the deed also appeared, transcribed from the original sometime between 1866 and 1872 by the grantee's son, who testified that it was an exact copy. The land in suit was the only property owned by the grantor at the time of the conveyance. *Held*, ejectment could not be maintained. *Carter et al. v. Wood et al.* (1904), — Va. —, 48 S. E. Rep. 553.

This decision indicates the unwillingness of courts to permit title to real property to be established by parol evidence. Yet it seems that the evidence supported plaintiff's title. In this, it satisfied the rule that clear and convincing proof is necessary. *Loftin v. Loftin*, 96 N. C. 94; *Garland v. Foster County State Bank*, 11 N. D. 374, 92 N. W. Rep. 452. For a detailed statement of the rule see *Dagley v. Black*, 197 Ill. 53. If a deed executed, acknowledged and recorded, is lost and the record of such deed destroyed, the grantee's title is not affected. *Addis et al. v. Graham et al.*, 88 Mo. 197. And a lost deed, the contents of which have been established by parol testimony, is presumed to have been executed in conformity with law. *Christy v. Burch*, 2 So. Rep. (Fla.) 258. By one court it was intimated that a copy of a will would have been admitted to probate, had the proponent shown the correctness of the copy, by whom it had been made, or from whom procured. *Jacques v. Horton*, 76 Ala. 238. And the case of *Fletcher v. Horne*, 75 Ga. 134, only differs from the principal case, in that the attorney who made a copy of the lost deed to exhibit in a bill in equity, was allowed to testify, to the correctness of such copy, it being sustained. The court, in the principal case, seemed to doubt the genuineness of the original deed, as nothing in the evidence established it. Yet the statute in force when the conveyance in question was made required its acknowledgment by the grantor or that it be proved by two witnesses as to him, as a prerequisite to recording, and the county clerk's entry shows the deed to have been recorded.

MASTER AND SERVANT—PERSONAL INJURIES—ASSUMPTION OF RISK.—Plaintiff was employed as driver in a coal mine owned by defendant. The track in this mine had become covered with debris, making it a dangerous place to work in. Defendant's foreman ordered plaintiff to drive a mule which was known by both parties to be vicious. The foreman instructed him as to how he should drive the mule. While driving as instructed plaintiff was

injured and brings action for damages. *Held*, defendant liable. *Henrietta Coal Co. v. Campbell* (1904), — Ill. —, 71 N. E. Rep. 863.

It was contended in this case that the doctrine of assumption of risk should be applied, but the court declared that a servant does not assume the risk involved in carrying out a direct command of the master as to the method of performing certain work, unless he acts as no reasonably prudent person would act under like circumstances. *Chicago Anderson Pressed Brick Co. v. Sobkowiak*, 148 Ill. 573, 36 N. E. Rep. 572; *Ill. Steel Co. v. Schymanowski*, 162 Ill. 447, 44 N. E. Rep. 876; *Offutt v. World's Columbian Exposition*, 175 Ill. 472, 51 N. E. Rep. 657; *Greenleaf v. Ill. Central Railroad Co.*, 29 Ia. 14; *Patterson v. R. R. Co.*, 76 Pa. St. 389; *Snow v. R. R. Co.*, 8 Allen, 441; *Keegan v. Kavanaugh*, 62 Mo. 230. It is difficult to distinguish this case from *Weed v. Chicago, St. P., M. & O. Ry. Co.* (Neb.), 99 N. W. Rep. 827, in which it was held under somewhat similar circumstances that the servant had assumed the risk. The difference seems to be in the nature of the command and the knowledge of the servant. The servant must know the risks as well as the defects. *Consolidated Coal Co. v. Hoenni*, 146 Ill. 614. On principle it would seem that a servant has a right to assume that the master with his superior knowledge of working conditions will not expose him to unnecessary perils and he should not be held to have assumed the risk in obeying a direct command.

NOTES AND MORTGAGES—TAXATION OF—BUSINESS SITUS.—An action was brought against the trustee of the estate of a non-resident to enjoin the removal from the state of certain promissory notes before the taxes assessed thereon should have been paid. The notes were executed and payable in Ohio and secured by mortgages on real property in that state, but had been kept in possession of the owner's agent in Indiana at all times except a few days near assessment time, and when payment of principal and interest were to be indorsed, when they were sent to the owner's Ohio agent. *Held*, that they were liable to taxation in Indiana. *Buck v. Beach* (1904), — Ind. —, 71 N. E. Rep. 963.

While the mere leaving of notes by a non-resident owner with a resident agent for collection may not make them subject to taxation where so left (*Herron v. Keeran*, 49 Ind. 472), yet where the instruments are left permanently with a resident agent or where he has general authority to collect and reinvest the proceeds, their business situs is the place of business of such agent, and they are there taxable. Bonds whether domestic or foreign, belonging to the estate of a deceased non-resident, and deposited by him during his lifetime in safety deposit vaults, have been held liable to the collateral inheritance tax in the state where deposited. *Matter of Estate of Romaine*, 127 N. Y. 80; *Matter of Whiting*, 150 N. Y. 27. And where the statutes require that certain classes of foreign corporations shall deposit securities to a certain amount with the state treasurer as a condition precedent to doing business in the state, bonds so deposited thereby acquire such a business situs as to make them subject to taxation. *State v. Fidelity & Deposit Co.*, — Tex. —, 80 S. W. Rep. 544; *Western Assurance Co. v. Halli-*